

Abstract

This study relates to one of the most important topics in the commercial companies law related to the conflict of the interest of others by adhering to the existence or nullity of the partnership when the company is not registered. A joint liability company is one of the types of commercial companies that have emerged as a result of the expansion of the business scope. It consists of a number of partners who are responsible for the company's debts and obligations through their own funds.

The researcher examined this study in three chapters, the first chapter shows what is the registration of solidarity companies, it was divided into two topics: the first deals with the concept of a solidarity company, while the second deals with what is the registration of a solidarity company. As for the second chapter, it relates to the conflict of the interests of the others when not registered, it is divided into two topics: the first examines the concept and images of the others, while the second deals with the legal status of the others when the interest conflicts by adhering to the existence or nullity of the Solidarity Company. As for the third chapter, it was devoted to the ways of eliminating the conflict of interest of the others people when not restricting and its implications, it was also divided into two topics: the first deals with ways of eliminating the conflict of interest of the others people when the solidarity company is not registered, while the second deals with the implications of correcting the procedures of registering the solidarity company.

The study reached a number of results, the most important of which was that the company's creditors or partners may conflict their interests in terms of adhering to the company's existence or invalidity. As for the most important recommendations, it was necessary to correct the nullity of the Solidarity Company's contract because it was not restricted by completing the procedures for registering it in the commercial companies' registry, fictitiously and temporarily, before ruling the nullity of the company's contract, for a temporary period until guaranteeing the interests of others, without this having an actual impact on the company's existence.

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2020